

BILL NO. S-73-12-29

SPECIAL ORDINANCE NO. S- 09-74.

AN ORDINANCE approving a Contract with JOHN DEHNER, INC. for construction of a storm drain in the area of Roth Road along Hurshtown Reservoir.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. The Contract dated December 11, 1973 between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and JOHN DEHNER, INC. for construction of a storm drain along the Hurshtown Reservoir in the area of Roth Road, as follows:

An 18" storm drain along the east and south sides of the Hurshtown Reservoir, starting at the Roth Road, approximately 2,330 feet south of the Hurshtown Road, at two existing beehive catch basins, then southward a distance of 205 $\frac{1}{2}$ feet, then westward a distance of 555 $\frac{1}{2}$ feet to an existing open ditch

for a total cost of \$9,630.00 to be paid by Water Utility money, all as more particularly set forth in said Contract, which is on file in the office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 12/26/73

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

Passed (LCST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	to-wit:
BURNS	<u>9</u>	<u>0</u>			
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 1-22-74

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 2-09-74 on the 22nd day of January, 1974.

ATTEST: (SEAL)

Charles W. Westernman
CITY CLERK

Samuel J. Tolman
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of January, 1974, at the hour of 11:20 o'clock A. M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 23rd day of January, 1974, at the hour of 2:00 o'clock P. M., E.S.T.

Samuel J. Tolman
MAYOR

*Mr. Burns
1-15-74.*

Bill No. S-73-12-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance

Approving a contract with JOHN DEHNER, INC. for

construction of a storm drain in the area of Roth Road

along Hurshtown Reservoir.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 08 PASS.

Paul M. Burns - Chairman

James S. Stier - Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

Paul M. Burns
Vivian G. Schmidt
Donald J. Schmidt
Eugene Kraus, Jr.
DATE 1-22-74 CONCURRED IN
CHARLES W. WEDDEMAN, CITY CLERK

Before me, a Notary Public, in and for said State, came.....
....., as Principal, and
....., of the.....
....., Attorney in Fact, for said.....
....., as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me, a Notary Public this..... day of....., 19.....

Notary Public

My commission expires..... day of....., 19.....

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. 73-2

THIS CONTRACT, made the 11th day of December, 1973

by and between John Dahmar, Inc.,

whose address is 1206 Clark St., Fort Wayne, Ind. 46808

hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of: an 18" storm drain along the east and south sides of the Hurshtown Reservoir, starting at the Roth Road, approximately 2,330 feet south of the Hurshtown Road, at two existing beehive catch basins, then southward a distance of 205± feet, then westward a distance of 555± feet to an existing open ditch, as

identified in these contractual documents as Contract No. 73-2, all in strict accordance with the plans and specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Nine Thousand Six Hundred Thirty and 10/100 Dollars in the manner hereinafter set out.

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain fifteen (15) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five (\$5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 819 of the Acts of the General Assembly of the State of Indiana for 1935.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

- | | |
|--|------------------------------------|
| 1. Advertisement for Bids | 8. Application for Cut Permit into |
| 2. Instructions to Bidders | Fort Wayne Streets, County Roads, |
| 3. Contractor's Bid | State Highways |
| 4. General Specifications and Conditions | |
| 5. Detailed Specifications and addendum | 9. Equal Employment Opportunity - |
| 6. Construction Drawings | Affirmative Action Program |
| 7. This Contract | |

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in.....60..... consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety (90) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the event adjustments shall be necessary, the Contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

This contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve the same within Ninety (90) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By

Mayor

BOARD OF PUBLIC WORKS

JOHN DEHNER, INC.

ATTEST:

Secretary

Approved as to form and legality:

Assoc.

City Attorney

Contractor PRESIDENT

UNITED STATES FIDELITY AND GUARANTY COMPANY



PERFORMANCE BOND

Approved by The American Institute of Architects
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That John Dehner, Inc.
Fort Wayne, Indiana as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne

as Oblige, hereinafter called Owner, in the amount of Nine Thousand, Six Hundred Thirty &
10/100 Dollars (\$ 9,630.10---),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 30 1973, entered into a contract with Owner for

18" storm drain South and east of Hurshtown Reservoir

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)
....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 30 day of November, 1973

In the presence of A. E. Easley
YASTE, ZENT & WITTE, INC. By John Dehner, Inc. (Seal)
Authorized Agents PRESIDENT Principal
BY William H. Smith (Witness) UNITED STATES FIDELITY AND GUARANTY COMPANY
BY William H. Smith (Witness) Attorney-in-Fact (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY



LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER.....

That John Dehner, Inc.

Fort Wayne, Indiana

as Principal, hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne

as Obligea, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Nine Thousand, Six Hundred Thirty & 10/100 Dollars (\$9,630.10), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 30 1973 entered into a contract with Owner for 18" storm drain South and east of Hurshtown Reservoir

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 30 day of November, 1973

JOHN DEHNER, INC.

By

John Dehner (Seal)
President, Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By

John Dehner (Seal)
Attorney-in-Fact

YASDE, ZENT & RHEIN, INC.
Authorized Agents
By William C. Zent (Witness)

This bond is given conditionally with performance in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus

Vice-President.

(SEAL)

(Signed) John H. Aitken

Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 19th day of April, A. D. 19 73 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19 74.

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Grile

of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) Novmber 30, 1973


Assistant Secretary.

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Ron Bonar - Board of Public Works Date 1-9-74

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council - January 15, 1974

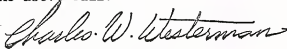
COPIES TO:

RE: BILL NO. S-73-12-29

AN ORDINANCE approving a Contract with
JOHN DEHNER, INC. for construction of
a storm drain in the area of Roth Road
along Hurshtown Reservoir.

Your presence is requested on January 15, 1974, at 7:30 o'clock
P.M., Room 124, by the members of the Common Council and Paul
M. Burns, Chairman of the Standing Committee of City Utilities,
in regard to Bill No. S-73-12-29.

It is also requested that you bring along any materials or
information that you may have which will help the Council
in its decision regarding the above bill.



Charles W. Westerman
City Clerk

DIGEST SHEET

8-73-12 ✓ 29

TITLE OF ORDINANCE Contract with John Dehner for Roth Road

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Pursuant to a storm drainage problem on Roth Road by Hurshtown Reservoir, it was deemed advisable to make a correction. The bid of John Dehner was low and the ordinance requests approval of contract for expenditure by Water Utility in amount of \$9,630.00.

The County Highway Department have agreed to make some modifications in their drainage system which reduced, to a degree, the scope of work the City would have had to accomplish.

EFFECT OF PASSAGE Elimination of storm drainage problems along east and south sides of Hurshtown Reservoir.

EFFECT OF NON-PASSAGE Construction of Hurshtown Reservoir has caused considerable run-off causing irate property owners in area. Situation would continue if drainage is not provided.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$9,630.00 of Water Utility money.

ASSIGNED TO COMMITTEE (I.R.)

City Utility

EIS/ss